

REQUESTS FOR QUALIFICATIONS



CITY OF KIRKLAND

to provide

Architectural/Engineering Consultant Services

for the

CROSS-KIRKLAND CORRIDOR MASTER PLAN

Job number 04-13-PW

The City of Kirkland (hereinafter referred to as the "City" or "Owner" is seeking a consultant to include architect and engineer (A/E) firm (hereinafter referred to as the Firm or Offeror) to provide professional services to develop a Master Plan for the Cross Kirkland Corridor (CKC).

Project Description

Running through the heart of Kirkland, the Cross Kirkland Corridor (CKC) is a 5.75 mile long segment of the former Burlington Northern Santa Fe Railway line that stretches between Renton and Snohomish. In April of 2012, the City of Kirkland purchased the CKC from the Port of Seattle. Kirkland envisions the CKC as a world class transportation facility for bicycling, walking and transit. Kirkland intends for the CKC to become known as the "greenest" corridor in the nation, and we are interested in how to quantify this vision through the Master Plan. Competing against projects from around the country, The Trust for Public Lands has already selected the CKC to receive grant funding from the Trust's Climate Smart Communities Initiative.

The City has been successful in quickly obtaining substantial grant funding to make initial improvements to the corridor. These funds are being used to remove the aging and outdated rail equipment and to construct an interim trail of crushed gravel. Rail removal will be complete by the summer of 2013 and interim trail construction will be completed in 2014.

Kirkland voters expressed their support of the corridor by approving a levy measure in November of 2012. The levy includes funding for a CKC Master Plan that will give form to the vision of a multimodal corridor.

Project Scope

On August 7th, 2012 the City Council approved a Draft Scope of Work for the Master Plan that is included here as Attachment 1. The final scope of work will be finalized by the Consultant, and it is anticipated that it will be similar to the approved draft. In finalizing the scope and the schedule, it will be important for the Consultant to consider several other projects that the City is also undertaking, including a Transportation Master Plan.

Project Funding

Secured local funding from the Proposition 2 Levy will be used to fund the project. Work will require adherence to design, documentation, and construction requirements consistent with the funding source(s). The budget available is approximately \$360,000.

Project Timeline

A final schedule will be developed by the Consultant. It's expected that work will begin in March of 2013 and that the Master Plan will be completed by June of 2014.

Qualifications Submission Requirements

All submittals must be in conformance with the requirements set forth in this RFQ. Submittals should be in 8-1/2" x 11" format and shall not exceed fifteen (15) double-sided pages. The front cover, back cover, and a one page cover letter do not count toward the fifteen (15) page limit. As a minimum the following information shall be submitted:

- A proposed schedule for completing the work, including intermediate project stages and milestones leading to a final project and in sufficient detail to allow an assessment of the firm's ability to provide the resources necessary to meet the schedule.
- A discussion of previous experience with similar projects
- Your firm's identification of the critical work elements and how your team would address these issues.
- A discussion of your firm's overall approach to the project and your plan to produce the required documents.
- An organizational chart and biography for your project team, including all sub-consultants.
- A statement of the percentage of time your proposed key resources will have available to devote to the project.
- References. Include references that are likely to be readily available for phone contract. Do not include current City of Kirkland employees as references.

Submittals

Submittals are due 4:00 pm, February 7, 2013

Qualifications titled "**Consulting Services for City of Kirkland – Cross-Kirkland Corridor Master Plan**" may be submitted as an e-mail attachment in PDF format to:

purchasing@kirklandwa.gov.

Note that faxed proposals or proposals submitted as compressed files will not be accepted.

or

Ten (10) bound copies and one pdf version on CD must be mailed or delivered to:

City of Kirkland
Attn: Barry Scott, Purchasing Agent
Job #04-13-PW
123 5th Avenue
Kirkland, WA 98033

The City is committed to reducing costs and facilitating quicker communication by using electronic means to convey information. Those interested in submitting a Statement of

SUBMISSION REQUIREMENTS

Qualifications are encouraged to provide contact information to Barry Scott, Purchasing Agent, at bscott@kirklandwa.gov. Providing contact information will allow the City to provide notification if an addendum to the RFQ is issued or the RFQ is cancelled. Those who choose not to provide contact information are solely responsible for checking the City's website for any issued addenda or a notice of cancellation.

Contact:

For additional information concerning this RFQ, any other aspect of the selection process or the project in general, please contact via email:

David Godfrey P.E.
Transportation Engineering Manager
E-mail: **dgodfrey@kirklandwa.gov**

Absolutely no communication shall occur regarding this RFQ, including requests for information, or speculation between Offeror's or any of their individual members and any City elected official or employee other than those named above. Failure to comply with this provision may result in Offeror's proposal being removed from consideration.

Consultant shall submit questions by e-mail no later than January 28, 2013 at 4:00 pm.

Any cost incurred by Consultant in preparation, transmittal, or presentation of any information or material submitted in response to the RFQ shall be borne solely by the Consultant.

Right to Reject Submittals

The City reserves the right to reject any and all submittals at any time with no penalty, or to waive immaterial defects and minor irregularities in any submittal.

Submittal Disposition

All material submitted in response to this RFQ shall become the property of the City upon delivery to the City's Purchasing Agent and will not be returned.

Project Contract

A sample Professional Services Agreement is attached. While elements of the agreement may be subject to negotiation, firms with significant concerns about the sample agreement should not respond to this RFQ.

SUBMISSION REQUIREMENTS

Consultant Selection Criteria/Short List/Final Selection Procedures

After review of the submittals by the Owner's Selection Committee, the three (3) highest ranked firms will be notified and invited to participate in a short list/final selection phase. It is intended that the final selection phase will include the following steps:

- Notification: Written notification of the three top-ranked firms.
- Presentation/Discussion:
A 90-minute presentation/discussion question and answer period will be scheduled and conducted at Kirkland City Hall. The A/E firm will be given 30 minutes for a presentation. The remaining time will be reserved by the City for questions. It is anticipated that the panel reviewing the presentation will be the same panel that reviewed the proposals with the addition of a member of the Park Board and a member of the Transportation Commission.
- Final Ranking:
After the presentations and discussions are completed, the Selection Committee will rank the firms interviewed. The qualifications proposal and presentation/discussion will be weighted equally and be scored as follows:

Component	Available points	
	RFQ response Score	Presentation Score
<i>Responsiveness to the RFQ</i> Does the proposal conform to the requirements described in this RFQ?	5	5
<i>Contract Management</i> Does the proposal illustrate an ability of the proposer to deliver projects on time and within budget?	15	15
<i>Previous experience in similar projects</i> What is the quality of corridor Master Plans the proposer completed for facilities that are similar to the size and scope of the CKC?	15	15
<i>Technical Capability</i> How well does the proposal demonstrate the ability to meet the engineering challenges of the project including alternative development and cost estimation	20	20

CONSULTANT SELECTION

<i>Public involvement</i> How effective will the public involvement be?	15	20
<i>Expertise of key personnel</i> What is the expertise of the proposer including in these areas: Environmental Transit Art/Design Do personnel have time available to work on the project	20	20
<i>Approach to making the Corridor green</i> What is the proposer's ability to innovate? How would progress toward goals be quantified?	10	10
Total	100 points	100 points

- Reference checks will be conducted on the top ranking firms as needed.
- Negotiation/Scope Development:
The top-ranked firm will be notified in writing and be asked to meet and submit their prospective scope of services, schedule and a fee proposal.

If, after negotiation and consideration, the Owner is unable to reach an acceptable agreement with the top-ranked firm, the Owner will terminate negotiations with the top-ranked firm and, at its sole discretion, may enter into negotiations with the second ranked firm and/or withhold the award for any reason and/or elect not to proceed with any of the proponents and/or re-solicit a new RFQ.

- Final Selection:
Once an agreement is reached with a preferred A/E firm, the Owner's Purchasing Agent will provide a professional Services Agreement for signatures and full execution. A Notice to Proceed will be issued to formally begin work.

Proposed Timeline for RFQ/Consultant Selection

An expected timeline for the advertisement and selection process is provided below:

Task	Approximate Date/Deadline
RFQ Advertised/Issued	January 18, 2013

CONSULTANT SELECTION

Optional Project Briefing meeting at Kirkland City Hall	January 25, 2013 3:00 PM
Questions to Owner Submitted by	January 28, 2013
Answers to Questions posted on-line by	February 1, 2013
RFQ's Submitted by	February 7, 2013
Interviews	February 22, 2013
Scope and Fee negotiation complete	March 8, 2013
Contract Awarded/Executed	March 15, 2013
Notice to Proceed	March 22, 2013

END RFQ

Attachment 1: Draft Scope of Work

Attachment 2: Professional Services Agreement

CONSULTANT SELECTION

Attachment 1 Draft Master Plan Scope of Work

Purpose

On April 13, 2012, the City of Kirkland purchased the Cross Kirkland Corridor, 5.75 miles of the former BNSF rail line in Kirkland. A masterplan is needed to help collect, develop, understand and put in to context a number of facts, ideas and opinions about the Corridor. The resulting plan will be a practical reference and guide which charts the course of facility development into the future.

Background

Almost 20 years ago Kirkland began to pursue the Cross Kirkland Trail. This project was set aside after it became clear that the BNSF railway was not interested in partnering on a rail/trail concept. King County undertook purchase of the entire "Woodinville Subdivision" rail line from Renton to Snohomish in 2005 when the BNSF signaled its interest in selling the corridor. In 2009, several entities including King County, the Port of Seattle, PSE, and the City of Redmond entered into a Memorandum of Understanding which resulted in the Port of Seattle owning the corridor, with the intent that other entities would purchase various interests for various portions of the property.

Given the terms of the 2009 MOU, Kirkland anticipated a regional process to discuss how the corridor should be developed. In preparation for such a process an set of interests was developed. In April of 2011 the Interest Statement was approved by the City Council. This interest statement clearly lays out a vision for a multi-modal transportation facility.

By 2011, full consummation of the MOU had not been completed, notably the County had not purchased the corridor in Kirkland. Subsequently, the City of Kirkland successfully negotiated with the Port to purchase a 5.75 mile long section of the Corridor in Kirkland. The purchase was completed on March 13, 2012.

Scope of Work

General comments

All products should be presented in web, electronic and hard copy formats and will be made available to the public. It is anticipated that the products of certain tasks will be chapters or appendices in the final report and should be formatted appropriately. The

following tasks are not necessarily consecutive; some may happen together or some tasks may be completed before tasks with lower numbers.

Task 1 Project Management

Finalize scope, provide regular updates on progress. Develop and maintain a schedule and progress made toward key events. Implement project management techniques to insure progress toward completion within schedule and budget.

Product: Schedules and updates as appropriate and monthly at a minimum.

Task 2 Understanding the corridor

Collect and evaluate existing information and gather additional information as needed to form a comprehensive understanding of the physical nature of the corridor. A partial list of existing information available from the City includes:

Corridor survey data:

1. Record of survey
2. Refined topographic data in Autocad format
3. 3D laser scanning data
4. 360° photos viewable with free proprietary browser plug-in

Phase 1 Environmental report following ASTM standards, completed March 19, 2012.

Railroad valuation maps

GIS data including city owned utility data, sensitive areas, trail crossings

Identify and map critical areas including streams, wetlands, and slopes which will impact development of the Corridor. Determine the locations of private utilities as appropriate. For each culvert, evaluate whether it is a barrier to fish passage.

Product: Memo describing critical issues for corridor development such as narrow corridor width, sensitive areas, surface water features, etc.

Task 3 Design and carry out Public process

Develop a public process plan that will allow meaningful input throughout the masterplan process. Public process will be required development of the vision and goals, prior to the development of alternatives, to vet the alternatives and identify the preferred alternatives, to review the Draft Master Plan, and to review the Final Master Plan. At a minimum, the following groups (listed in no particular order) will require briefing and involvement in the process:

City Council	Transportation Commission
Planning Commission	Kirkland Cultural Arts Commission
Park Board	Advocacy groups
Sound Transit	Neighborhood Associations
Adjacent property owners	Groups representing business interests
Neighboring cities	King County agencies including Metro and Parks

The various groups will be involved to varying extents and at different points in the process. Public process should be designed using International Association for Public Participation methods. A robust web based comment method for products of various tasks should be included in the public process. It is important that all relevant documents are available to the public throughout the development of the Plan.

Product: A memo describing a Plan and schedule for Public Process in all other Tasks, including an explanation of the principles that underlie the selected processes.

Task 4 Goals/vision

Using the Interest Statement as a starting point, and considering Council Goals, Comprehensive Plan Goals and Active Transportation Plan Goals, the consultant will prepare a vision and a set of goals for corridor development. An important part of the vision will be creating a corridor that is the greenest in the nation. The Consultant will research various methods of measuring this achievement such as the Living Building Challenge or other appropriate framework. These will be used as guidance for the rest of the process and serve as a key touchstone for developing and evaluating alternatives.

Product: A document that summarizes the vision and goals for the corridor.

Task 5 Design guidelines and principles.

Develop a set of guidelines and principles that can be used by designers as the corridor is developed. These guidelines and principles will help translate the vision and goals into a physical design. Examples might include spacing of certain amenities including trail head designs, access points, crossings, fencing guidelines, lighting guidelines, public art sites, dynamic envelopes of transit, etc. This task is not meant to develop a complete list of guidelines, but rather to identify key elements that will put constraints on alternatives.

Product: A document that summarizes the guidelines and principles.

Task 6 Develop potential alternatives

Based on the results of Tasks 4 and 5, alternative development plans will be prepared for three time periods; 1 to 5 years, 5 to 10 years and beyond 10 years. For each time period, two alternates will be developed. It is expected that the alternatives will have less detail the farther they are in the future. The alternatives will encompass different cross sections and different packages of amenity elements. Access points will also be evaluated. Environmental process implications will be developed for each alternative. The selection of the alternatives will be a key focus of public process.

Product: Memorandum describing a set of trail/transit cross-sections, documentation of the selection process and a review of why the selected options were chosen. Also includes draft illustrations of proposed sections.

Task 7 Develop cost estimates for various cross sections

Prepare a cost estimate including design and construction costs for each of the alternatives developed in Task 6. This work will include identifying uniform sections of the corridor and finding representative unit costs for each section and each alternative. Any additional costs such as boardwalks, bridges, signals, crossing improvements, etc. should also be added to the estimate.

Product: Memorandum describing costs, and methods used to establish the costs.

Task 8 Alternative selection

Based upon information developed in previous Tasks, select preferred alternatives for each time period. The selection of the preferred alternatives will be a key focus of public process.

Product: Memorandum describing the preferred alternatives, documentation of the selection process and a review of why the selected options were chosen.

Task 9 Implementation Plan

Prepare a plan that identifies likely funding and phasing scenarios for design and construction of preferred alternatives over time. An initial plan for development should be described. An important element in this work will be examining how various transit modes are likely to be implemented in the corridor. The implementation plan should identify significant constraints, obstacles and risks to various alternatives.

Product: Memorandum describing funding and phasing.

Task 10 Draft Plan

The draft plan will summarize of the work completed in Tasks 1 through 8 in a single document. A thorough public review will include a review by the City Council at a study session.

Product: A draft document with high quality presentation and graphic elements.

Task 11 Final Plan

Based on the comments and recommendations on the Draft Plan, prepare a Final Plan.

Product: A final document, to be adopted by Transportation Commission, Park Board and City Council. The final plan shall be presented in electronic and web-based versions, with limited hard copies.



Attachment 2 Professional Services Agreement

The City of Kirkland, Washington, a municipal corporation (hereinafter the "City") and _____, whose address is _____ (hereinafter the "consultant"), agree and contract as follows:

I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment ____ to this Agreement, which attachment is incorporated herein by reference.
- B. All services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.

II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$_____, as detailed in Attachment _____.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

III. TERMINATION OF AGREEMENT

The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days notice to Consultant in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and

equitable compensation for any satisfactory work completed on the project prior to the date of suspension or termination, not to exceed the payment ceiling set forth above.

IV. OWNERSHIP OF WORK PRODUCT

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

- B. Methodology, materials, software, logic, and systems developed under this contract are the property of the consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

V. GENERAL ADMINISTRATION AND MANAGEMENT

The _____ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

VI. COMPLETION DATE

The estimated completion date for the consultant's performance of the services specified in Section I is _____.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

VII. SUCCESSORS AND ASSIGNS

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

VIII. NONDISCRIMINATION

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any

employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

IX. HOLD HARMLESS/INDEMNIFICATION

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

X. LIABILITY INSURANCE COVERAGE

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

A. Minimum Scope of Insurance

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit

C. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

E. Verification of Coverage

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

F. Claims-made Coverage

Any policy of required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under the contract and filed within three (3) years following completion of the services so to be performed.

XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

XII. FUTURE SUPPORT

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

XIII. INDEPENDENT CONTRACTOR

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him as a result of his status as an independent contractor. The Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of consultant.

XIV. EXTENT OF AGREEMENT/MODIFICATION

This Agreement, together with all attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

XV. ADDITIONAL WORK

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to,

_____.
Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: _____

By: _____
Marilynne Beard, Assistant City Manager

Date: _____

Date: _____